

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA,

Plaintiff,

Civil Action No.:

Hon:

vs.

MELISSA LEBOWITZ ,

Defendant.

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GOODMAN FROST, PLLC  
Robert J. Goodman (P55670)  
Attorneys for the United States of America  
20300 West 12 Mile Road, Suite 201  
Southfield, MI 48076  
248/750-0500

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**COMPLAINT**

The United States of America, Plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution, 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Oakland County, Michigan within the jurisdiction of this Court and may be served with service of process at 36421 Quakertown Lane, Farmington, MI, 48331-3885.

**The Debt**

3. The debt owed to the United States of America is as follows:

A. Current principal balance:	\$2,674.90
B. Current capitalized interest balance and accrued interest:	\$352.46
C. Administrative Fee, Costs, Penalties:	\$0.00
D. Credits previously applied	
(Debtor payments, credits and offsets, Exhibit B):	\$
<b>Total Owed</b>	<b>\$3,027.36</b>

The Certificate of Indebtedness, attached as Exhibit B, shows the total owed excluding attorney's fees and Court costs and related charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 3.13% per annum from the date stated in Exhibit B. The promissory notes which are at issue are attached as Exhibit A, hereto.

#### **Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, the United States of America prays for judgment:

A. For the sums set forth in Paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs, and service of process costs allowed by law, and post-judgment interest at the legal rate, pursuant to 28 U.S.C. § 1961.

B. For attorneys' fees and costs allowed by law or contract; and

C. For such other relief which the Court deems proper.

Respectfully submitted,

GOODMAN FROST, PLLC

By: /s/ Robert J. Goodman  
Robert J. Goodman Bar No. (P55670)  
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Fax No. 248/750-0508  
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January 22, 2015

CDCS #: 2015A12507

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS # 1 OF 1

MELISSA LEBOWITZ  
36421 QUAKERTOWN LANE  
FARMINGTON HILLS, MI 48331-3885  
Account No. XXX-XX-4355

I certify that U.S.Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/13/14.

On or about 11/18/96 & 01/07/98 the borrower executed promissory note(s) to secure loan(s) of \$5,515.00 & \$3,500.00 from the U.S Department of Education. This loan was disbursed for \$2,130.00 on 11/27/96 through 03/08/97 & \$3,500.00 on 01/09/98 at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 06/04/09. Pursuant to 34 C.F.R. 685.202(b), a total of \$501.57 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$4,976.00 from all sources, including Treasury Department offsets, if any, to the balance. After the application of these payments, the borrower now owes the United States the following:

Principal:	\$2,674.90
Interest:	\$352.46
Total debt as of 11/13/14:	\$3,027.36

Interest accrues on the principal shown here at the current rate of 3.13% and a daily rate of \$0.23 through June 30, 2015, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11/21/14

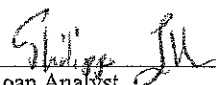
  
Loan Analyst  
Litigation Support Unit

EXHIBIT B

**Direct  
Loans****William D. Ford Federal Direct Loan Program**  
U.S. Department of Education

IMAGE-RECORDS

OMB No. 1840-0087  
Form Approved  
Exp. Date 12/31/96

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 18 U.S.C. 1001.

SERVICER'S COPY

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**Federal Direct Stafford/Ford Loan  
Federal Direct Unsubsidized Stafford/Ford Loan  
Promissory Note and Disclosure**

Section 2 - To Be Completed by Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)  
LEBOWITZ, MELISSA  
7533 DANBURY DR  
WEST BLOOMFIELD, MI 48322

2. Social Security Number  
-4355

3. Date of Birth  
NOV 26 1986

4. Area Code/Telephone Number  
772

5. Driver's License Number (List state abbreviation first)  
(MI) 855-1100

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a guardian.

Name  
1. Linda Lebowitz  
Permanent Address  
7533 Danbury Dr.  
City, State, Zip Code  
West Bloomfield, MI 48322  
Area Code/Telephone Number (810) 932-5290

2. Joel Peterman  
4565 Cutler Rd.  
Dewitt, MI 48820  
1516 669-1288

7. School Name  
WAYNE STATE UNIVERSITY

8. Loan Period Approved From: MM/DD/YY To: MM/DD/YY  
08/27/96 05/02/97

9. School Address (street, city, state, zip code)  
OSFA-HNJ 3-WEST DETROIT MI 48202

School Code/Branch  
G02329

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct Subsidized Loan	1ST 09/01/96	\$2,758.00	4.00	\$110.00	\$2,648.00	VAR.
	2ND 01/01/97	\$2,757.00	4.00	\$110.00	\$2,647.00	
	3RD	\$0.00	4.00	\$0.00	\$0.00	
	4TH	\$0.00	4.00	\$0.00	\$0.00	
	Total	\$5,515.00		\$220.00	\$5,295.00	
Direct Unsubsidized Loan						

I promise to pay the U.S. Department of Education the amount of the loan and interest on the loan. I understand that if I fail to make payments on this Promissory Note, the U.S. Department of Education may sue me for the amount of the loan and interest, and I may be liable for attorney's fees and court costs. I understand that I may be liable for the amount of the loan and interest, and I may be liable for attorney's fees and court costs. I understand that I may be liable for the amount of the loan and interest, and I may be liable for attorney's fees and court costs.

I understand that this is a Promissory Note. I will not sign this Promissory Note unless I have read it, and I am advised not to read this Promissory Note. I am advised to read this Promissory Note and statement of the Borrower's Rights and Responsibilities. My signature on this Promissory Note is a statement of the Borrower's Rights and Responsibilities.

11. Loan Identification Number(s)  
355-5-97-G02329-7-01 01

and agree to the terms and conditions of the Promissory Note. My signature on this Promissory Note will serve as my acknowledgment that I have read and understand the terms and conditions of the Promissory Note.

Under penalty of perjury, I certify that the information contained in the Borrower's Section of this Promissory Note is true and correct. I understand that the information will be used for administrative purposes at the cost of the borrower. I understand that I do not own a Federal Pell Grant, State Scholarship, Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant, and I am not now in default on any loan received under the Federal Perkins Loan Program, National Defense Student Loan, or the Federal Family Education Loan Program, or if I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

Signature of Borrower  
Melissa Lebowitz  
Date  
11/18/96

**ORIGINAL  
at  
DLSC**

EXHIBIT A

# Direct Loans

**William D. Ford Federal Direct Loan Program**  
U.S. Department of Education

OMB No. 1840-0067  
Form Approved  
Exp. Date 12/31/99

JAN 07 1998

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

SERVICER'S COPY

SCHOLARSHIPS &amp; FINANCIAL AID

**Federal Direct Stafford/Ford Loan**  
**Federal Direct Unsubsidized Stafford/Ford Loan**  
**Promissory Note and Disclosure**

## Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code) LEBOWITZ, MELISSA 7533 DANBURY DR WEST BLOOMFIELD, MI 483220000	2. Social Security Number 4355
	3. Date of Birth 1/72
	4. Area Code/Telephone Number (248) 932-5290
	5. Driver's License Number (first) 2475

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name	1. Linda Lebowitz	2. Terri Starn
Permanent Address	7533 Danbury Dr.	15690 Kirkshire
City, State, Zip Code	West Bloomfield, MI 48322	Beverly Hills, MI
Area Code/Telephone Number	(248) 932-5290	(248) 647-2933

## Section B: To Be Completed By The School

7. School Name WAYNE STATE UNIVERSITY	8. Loan Period Approved 08/24/97 To: 05/05/98
9. School Address (street, city, state, zip code) OSFA HNJ 3-WEST DETROIT MI 48202	10. School Code/Branch G02329

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary. The interest rate for this note is variable.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	
Direct Subsidized Loan	1ST 09/01/97	\$1,750.00	4.00	\$70.00	\$1,680.00	VAR.
	2ND 01/01/98	\$1,750.00	4.00	\$70.00	\$1,680.00	
	3RD	\$0.00	4.00	\$0.00	\$0.00	
	4TH	\$0.00	4.00	\$0.00	\$0.00	
	Total	\$3,500.00		\$140.00	\$3,360.00	
Direct Unsubsidized Loan						
	Total					

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a Statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note will serve as my authorization for my loan proceeds to be credited to my student account by the school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Student Incentive Grant; and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program, or Direct Loan Program, or if I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

11. Identification Number(s)

DLGS 11/19/97  
4355 S 98 G02329 801-01

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

Melissa Lebowitz 1-7-98  
12. Signature of Borrower Date

RECEIVED FEB 10 1998